cutting windows and doors in a party wall to connect the building with the adjoining structure. The lessor, claiming this alteration would materially injure the building and increase insurance costs, sought an injunction. *Held,* the lessee is guilty of waste, for the common law rule that a tenant is guilty of waste if he materially changes the nature and character of the building, is the law in Alabama. *F. W. Woolworth Co.* v. *Nelson,* (Ala., 1920) 85 So. 449.

The old common law interpretation of waste was applied with strictness. If a tenant converted arable land into wood, or meadow into plow or pasture land, even though he thus enhanced the reversioner's or lessor's estate, it was waste, because it was held to endanger the evidences of title. BEWES, LAW OF WASTE, p. 10; *London* v. *Greyme,* (1607) Cro. Jac. 181. As early as 1803 a North Carolina court announced that the definition of waste under the common law in England was inapplicable in America where conditions were so different. *Ward* v. *Sheppard, 2* Hayward 283. An act of a tenant which was "not prejudicial to the inheritance" was held no waste. *Pynchon* v. *Stearns,* 11 Metc. (Mass.) 304; *Clemence* v. *Steere,* 1 R. I. 272. Even England relaxed the severity of its ancient rule. *Doherty* v. *Allman,* (1878) 3 App. Cas. 709. Today one group of courts agree with the holding in the instant case on similar facts. *Peer* v. *Wadsworth,* 67 N. J. 191; *Hamburger* v. *Settegast,* (Texas) 131 S. W. 639. The general tendency, though, has been to restrict the application of the old law of waste, and to adapt the law to the conditions of a new and growing country. TIFFANY, REAL PROP., p. 561; *Pynchon* v. *Stearns, supra.* Under the more modern view to constitute waste the alterations must be of a material and permanent nature, and must so change the property as to depreciate the value of the inheritance. TIEDEMAN, REAL PROP., [2nd Ed.] Sec. 73. Whether an act is detrimental to the lessor and is therefore waste is a question of fact for the jury. I WASHBURN, REAL. PROP., [5th Ed.] 153; *Melms* v. *Pabst Brewing Co.,* 104 Wis. 7. At the present time it is to the interest of the public that a tenant should be hampered as little as possible by restrictions vexatious to him without being of proportional advantage to his lessor, who can, if he desires, protect himself by definite covenants in the lease. Modern authority seems to be fast realizing the reasonableness of this view, and the narrowness of the view of the principal case.

LIBEL AND SLANDER—PUBLICATION TO EMPLOYEES OF DEFENDANT—CONDITIONAL PRIVILIEGE.—The plaintiff was the addressee and receiver of a libellous letter written partly by the bookkeeper and partly by the general manager of the defendant corporation; the letter before being mailed was shown to the bookkeeper and the collector for the purpose of ascertaining whether the statements were in conformity with the facts as they understood them. *Held,* the occasion was conditionally privileged, and, there being no malice, the publication of the letter was not actionable. *Globe Furniture Co.* v. *Wright,* (C. A., Dist. of Col., 1920) 265 Fed. 873.

In solving such a case two questions present themselves: is the communication of a libellous letter by one employee of a corporation to another employee of the corporation in the ordinary course of business a publication by the corporation? If such a communication is a publication, is it condi-

tionally privileged? The answers given by the courts differ. In *Owen* v. *Ogilvie Publishing Co.*, (1898) 32 App. Div. 465, 53 N. Y. Supp. 1033, it was held that the dictation of a libellous letter by the manager of a corporation to a stenographer, an employee of the corporation, who copied and mailed the same, did not constitute publication by the corporation. The court said, "There was in fact but one act by the corporation, and those engaged in the performance of it are not to be regarded as third parties, but as common servants engaged in the act." In *Central of Georgia Ry. Co.* v. *Jones,* (1916) 18 Ga. App. 414, 89 S. E. 429, in *Cartwright-Caps Co.* v. *Fischel & Kaufman,* (1917) 113 Miss. 359, 74 So. 278, and in *Prins* v. *Holland-North America Mortgage Co.* (1919) 107 Wash. 206, 181 Pac. 680, the same rule was followed. In *Morgan* v. *Wallis* (1917 K. B. Div.) 33 T. L. R. 495, commented upon in 17 MICH L. REV. 187, it was held that there was not such a publication on the part of a private individual by the dictation to his typist as creates a liability for libel. Obviously, where the court holds there is no publication, the question of privilege does not arise. A number of courts, however, hold that in such cases there is publication. In *Pullman* v. *Hill,* [1891] 1 Q. B. 524 (C. A.), it was held that the dictation of a libel by an officer of a mercantile company to a stenographer employed by it, and its delivery to an office boy to have press copies made, amounted to publications, that the publications were not conditionally privileged, and hence were actionable. The court held there was no conditional privilege because, as it said, the defendant clearly had no duty to make the communication to the stenographer, nor had the latter any interest in the matter. The case was followed in *Gambrill* v. *Schooley,* (1901) 93 Md. 48, where a private individual made the dictation to his confidential stenographer, and similarly, in *Ferdon* v. *Dickens,* (1909) 161 Ala. 181, 49 So. 888. In *Boxsius* v. *Goblet Frères* [1894] 1 Q. B. 842, it was held that the dictation of a libellous letter by a solicitor to his stenographer in the interest of a client's business, was a publication, but that it being in performance of the solicitor's duty to his client was privileged on the part of the solicitor, and that this privilege covered the ordinary method of performing his duties, including dictation of his letters to his stenographers. In *Edmondson* v. *Birch & Co., Ltd.,* [1907] 1 K. B. 371, the court said that where as between two business firms a communication of libellous matter was conditionally privileged, that privilege covered all the reasonable means of exercising it and those reasonable means might include the introduction of third persons. Where the communication is conditionally privileged between the principal parties, this doctrine, in view of modern business methods, seems most reasonable. Where, as in the principal case, the communication is direct to the plaintiff and does not involve the question of privilege as between the sender and receiver, the basis of the decision in the principal case recommends itself, i. e., where the communication is made to those who, in the natural course of their employment, have a duty to perform with regard to it, the communication is conditionally privileged, and in the absence of malice, is not actionable.

LIBEL AND SLANDER; SLANDER OF TITLE.—One Jass owned a farm, and gave a mortgage on it to defendant, which, since Mrs. Jass was away and